THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

WRIT PETITION NO: 573 OF 2006,
CONTEMPT CASE Nos: 66 & 70 OF 2006

Dated 27th June 2007

Between:

P.Vasudev Reddy S/o.Venkat Reddy

…Petitioner

and

The Collector/Chairman H.D.S.,
M.G.M. Hospital, Warangal & others.

…Respondents

THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY

WRIT PETITION NO: 573 OF 2006,
CONTEMPT CASE Nos: 66 & 70 OF 2006

COMMON ORDER:

W.P.No.573 of 2006 is filed by the petitioner, feeling aggrieved by the finalisation of the contract for supply of diet, for the patients and inmates of MGM Hospital, Warangal, in favour of the 5th respondent. The petitioner was awarded the diet contract, initially, for a period of one year from 1.5.2003. Later on, it was extended for one year, up to 31.5.2004. After expiry of that period, the Hospital Authorities issued tender notification, dated 23.9.2005, inviting tenders. The petitioner filed W.P.No.21311 of 2005, claiming the benefit under G.O.Ms.No.32, dated 2.2.2005. According to the G.O., if the performance of an existing diet contractor is assessed to be satisfactory, the contract can be extended by two years more.

This court disposed of W.P.No.21311 of 2005 on 30.9.2005, directing that the performance of the petitioner shall be assessed, within a period of two weeks, from that date, by the competent authority, and the final decision, in pursuance of the tender notification dated 23.9.2005, shall be taken, only after the report is submitted. It was left open to the petitioner, to file his tender. The petitioner filed Contempt Case No.70 of 2006, alleging that the respondents did not follow the directions issued in the order passed in W.P.No.21311 of 2005. In addition to that, the petitioner filed W.P.No.573 of 2006, alleging that award of contract, in favour of 5th respondent, is not only contrary to the orders passed by the Government in G.O.Ms.No.32, but is also in violation of the directions issued by this court W.P.No.21311 of 2005.

While ordering notice before admission in W.P.No.573 of 2006, this court passed an interim order on 6.1.2006, directing that in case, the steps indicated in the order, dated 30.9.2005, passed in W.P.No.21311 of 2005, are not taken, further action shall be deferred by three weeks. Contempt Case No.66 of 2006 is filed, alleging that the said direction was flouted by the respondents.

The respondents filed counter affidavit, denying the allegations made by the petitioner. According to them, the performance of the petitioner was found to be not satisfactory, and the he had not only completed the original term of contract, but also the extended term. Copies of voluminous correspondence that ensued between the parties are placed before this court.

Heard learned counsel for the petitioner and learned Government Pleader for Medical and Health.

In addition to the proceedings referred to above, the petitioner

had filed two more writ petitions, on earlier occasions. As observed earlier, the contract was initially awarded to him, for a period of one year, with effect from 1.5.2003. The period was extended by one year, up to 31.5.2005. Even by the time the extended period had expired, no steps were taken by the respondents, for inviting tenders. It was only on 23.9.2005, that such a notification was issued.

The petitioner approached this court and claimed benefit under G.O.Ms.No.32, dated 2.2.2005, by filing W.P.No.10075 of 2005. That writ petition was dismissed, by observing that the occasion did not arise. Ultimately, when a tender notice was issued, the petitioner filed W.P.No.21311 of 2005. In that writ petition, this court directed that the performance of the petitioner be assessed and steps, as contemplated under G.O.Ms.No.32, be initiated. The performance of the petitioner came to be assessed, particularly with reference to the genuinety of the certificates of qualifications held by him, and ultimately, it was opined that the petitioner is not entitled to be extended the benefit.

The record discloses that the respondents have undertaken a fresh exercise, after this court passed orders in W.P.No.21311 of 2005. Several authorities, such as, the Superintendent of the Hospital, the District Collector, the Joint Collector, etc., examined the matter, from various angles, and ultimately, they have decided to proceed with the consideration of tenders. It is noteworthy that though the petitioner was given an opportunity to submit his tender, by this court, through its order in W.P.No.21311 of 2005, the petitioner did not choose to avail that benefit.

The purpose of filing W.P.No.573 of 2006 and C.C.No.70 of 2006 is one and the same, *viz.*, a complaint that the orders in W.P.No.21311 of 2005 are not complied with.

After hearing the extensive arguments on behalf of the parties,

and on a close scrutiny of the record, this court comes to the conclusion that the respondents have not flouted the orders passed by this court in W.P.No.21311 of 2005. Some parts of the voluminous correspondence give an impression that either the performance of the petitioner was not assessed, or that the assessment made by the authorities was not taken into account. However, on an overall consideration of the matter, it becomes abundantly clear that the petitioner was not extended the benefit under G.O.Ms.No.32, only on being satisfied that he did not fulfill the requirements thereunder.

Further, the petitioner does not have fundamental or legal right to be continued as a contractor, even after the original as well as the extended term of the contract. This court did not interdict the tender process initiated by notification, dated 23.9.2005. On the other hand, the petitioner was permitted to participate in the tenders. When he has not chosen to file the tender, he cannot be shown any indulgence.

For the foregoing reasons, the writ petition is dismissed, and the contempt cases are closed. There shall be no order as to costs.

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(L.NARASIMHA REDDY, J)

Dt: 27-06-2007
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